

State of Utah
Department of Workforce Services



**Request for Grant Applications
(RFG)**
Interpreter Services For Refugees
CFDA #93.566

This grant will close on Thursday, September 14, 2006

Grant Application Cover Sheet

INTERPRETER SERVICES GRANT

APPLICANT

Legal Program Name: _____

Doing business as: [☐] a sole proprietor [☐] a not-for-profit corporation (501 3C)
[☐] a for-profit corporation [☐] a partnership [☐] a limited liability company

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone () _____ FAX () _____

Email Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ *OR* Social Security No. _____
(Corporation or Partnership) (Individual)

CONTACT

Name: _____ Title: _____

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone () _____ FAX () _____

Email Address _____

The undersigned, having carefully read and considered the Request for Grant Applications to provide Interpreter Services for Refugee for the Department of Workforce Services, OSD, does hereby offer to perform such services, in the manner described and subject to the terms, conditions, and budget set forth in the attached proposal. Additionally, I as principal of this organization, commit that this organization or any of employee or contractor thereof, will not charge any refugees for interpreter services. To the best of my knowledge and belief, all data in this application are true and correct.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

Title _____ Date _____

REQUEST FOR GRANT APPLICATIONS

Interpreter Services for Refugees

PURPOSE OF REQUEST FOR GRANT APPLICATIONS (RFG)

The Utah Department of Workforce Services, hereafter know as DWS, is seeking applications for grants to help fund interpreters services for refugees programs in the state of Utah. Multiple grants will be awarded. Private not-for-profit organizations, for-profit organizations, ecumenical organizations, sole proprietors, and non-profit non-governmental agencies are encouraged to apply.

DWS is providing \$35,000 for maximum of seven (7) grants at \$5,000 each. These grants cannot be used to replace services that are otherwise available or required by Federal law or used to provide services that are reimbursable by Medicaid or any other funding source.

BACKGROUND

The need for additional interpreter services has been identified as a critical one by the refugee community. While interpreter services are often available at government agencies or the resettlement agencies, a shortage still exists because of a lack of available interpreters who speak an uncommon or new language or because they are offered as part of a service being provided by that organization. Interpreters are needed to help refugees attend medical appointments, parent-teacher meetings, school registration and other job related activities, where interpreter services are not already required or available.

ISSUING OFFICE AND ELIGIBLE APPLICANTS

The State of Utah Department of Workforce Services, OSD, is the issuing office for this grant request. Private not-for-profit organizations, for-profit organizations, ecumenical organizations, sole proprietors, and non-profit non-governmental agencies serving the eligible population without regard to race, religion, color, national origin, physical handicap or sex. Providers doing business under their social security number or an Employers Identification Number (EIN) must have at least one but not more than ten (10) employees.

FUNDING

Grants will be awarded to existing programs that are shown to be effective and which include identified success components.

LENGTH OF FUNDING PERIOD

The performance period for grants awarded will be from October 15, 2006 up to and including September 30, 2007. This is a one-year award without renewals.

NUMBER OF AWARDS

- A. This is a multiple-award grant. The number of awards will not exceed seven (7) from the qualifications of applications received.
- B. DWS reserves the right to reject any and all applications or withdraw this offer at any time. Awards will be made to the responsible applicant(s) whose application is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RFG. Oral presentations may be held with those submitting acceptable applications to clarify items not sufficiently discussed in application.
- C. Successful grant applications will be open to public inspection after Grant award. The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. This "Request for Protected Information" must accompany the grant application.
- D. Applicants not selected who choose to protest the selection committee's decision must submit, within five days of award notification, a written request for debriefing in lieu of protest. After subsequent hearings, the DWS Executive Director's opinion shall be final.

BUDGET INFORMATION

Allowable Costs

Determinations of allowable costs are based on principles found in the Federal OMB Cost Principles (A-122), see Attachment I. Costs must meet certain criteria to be allowable. The costs must be reasonable, necessary, and conform to limitations set forth in legislation, regulation, or circulars. They must be consistent with the grantee's policies and procedures such as agency procurement policies. Grantees are required to determine and adequately document costs in accordance with Generally Accepted Accounting Principles (GAAP), see Attachment I. Failure to follow these principles may result in an inappropriate use of Federal funds; as the result of an audit finding or questioned cost, the grantee may have to repay the funds or incur a financial penalty.

Grantee may use funds for the following:

Provide interpreter services to refugees for the following:

- **Medical Services**
 - Interpreters providing medical interpreter services must submit verification of a medical interpretation certification such as "Bridging the Gap". For more information, see Attachment I.
- **Employment Services**
 - Includes services not already provided by refugee resettlement agencies, or other community organizations paid to provide job development and placement services, unless language is not available through the organization.
- **Education Services**
 - Includes parent teacher conferences, school registration, etc.

- Other
 - Includes other needs identified by the refugee including housing, childcare, etc.

The Offeror must identify which interpretation services they will be providing. Medical Services must have a recognized certification from the Utah Department of Health.

Administrative costs are limited to no more than 10% of grant award. Preferential scoring will be given to the organization with minimal administration cost, see Attachment I for more information.

Administrative Costs

Administrative expenses are determined based on the function or activity. They are the allocable portions of expenses, which are necessary, reasonable and allowable costs for overall management and administration of the program and are not related to direct provision of services customers. Administrative functions include accounting, budgeting, financial and cash management, procurement and purchasing, property management, personnel and payroll management, audit and resolution of findings, general legal services, developing systems and procedures for administrative functions, performing oversight and monitoring of administrative functions, costs of Goods and Services required for administrative functions, travel costs incurred for administrative functions and costs of Information Systems related to administrative functions.

Indirect Costs: Upon award, the grantee will be required to submit either an Indirect Cost Plan or Cost Allocation Plan to be approved by the Department, should this apply. DWS will provide technical assist should indirect cost apply.

Indirect Cost

Indirect cost rate or cost allocation plan is to be used to allocate overhead, pooled costs to be associated with this grant.

Applicants, any employees or contracted employees must not charge, trade or barter refugees for this service.

STANDARD CONTRACT TERMS AND CONDITIONS

Any grant agreement resulting from this RFG will include, but not be limited to, the terms set forth in Attachment "G," "Department of Workforce Services Grant Standard Terms and Conditions."

QUESTIONS

Questions or requests for additional information concerning this Request for Grant Applications should be directed to Gillian Johns-Young, Department of Workforce Services, 801-526-9418, gjyoung@utah.gov. DWS will email response to all participants or put the responses on the DWS website at www.jobs.utah.gov.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received

without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the applicant's expense.

TIMELINE

Pre-proposal Conference DWS Central Region Administration Office 1385 South State Street Salt Lake City, UT 84115	Monday August 28, 2006 1:00 p.m. 3:00 p.m.
Application Submission Deadline	Thursday September 14 5:00 p.m.
Evaluation of the grant	Week of September 18, 2006
Oral Presentations	Week of September 29, 2006
Grant Award	Week of October 1, 2006
Award Effective Date	October 15 2006

SUBMITTING YOUR APPLICATION

Applications must be received by the posted due date and time. Applications received after the deadline will be late and ineligible for consideration.

- ☐ ***Application Content:*** Submit all information required in the order listed.
- ☐ Submit a ***signed original and seven (7)*** unbound copies of your application.
- ☐ Submission Deadline: **5:00 pm, Thursday, September 14, 2006**
- ☐ **Applications received after the 5:00 p.m. deadline, or those not meeting the other requirements listed will not be reviewed and will be returned to sender. Faxed or emailed applications will not be accepted.**
- ☐ Submission Addresses:

Grant Applications by Mail
Utah Department of Workforce Services
Gillian Johns-Young
P.O. Box 45249

Salt Lake City, UT 84145-0249

Grant Applications by Hand or Courier

Utah Department of Workforce Services

Gillian Johns-Young

140 East 300 South

Salt Lake City, UT 84111

APPLICATION CONTENT

Instructions: When preparing responses, reply to each of the following application content items in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

Programs and services proposed must address all criteria listed in Attachment "A," "Scope of Work."

1. Grant Application Cover Sheet

Fill out all information. The form must be completed in full and signed by the authorized official.

2. Code of Conduct (Attachment "B")

Read, sign, and date the form.

3. Disclosure of Information Certification (Attachment "C")

Read, sign, and date the form.

4. Request for Protected Information (if applicable)

Successful grant applications will be open to public inspection after Grant award. The entire application will be open unless applicant requests in writing that trade secrets/proprietary data be protected. Submit a written request for protected information only if you are requesting that certain information in your application be protected.

5. Executive Summary (one page)

The one or two page executive summary is to briefly describe the offeror's application. This summary should highlight the major features of the application. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the application by reading the executive summary. Proprietary information requests should be identified in this section.

6. Goals and Objectives (two pages)

The project goal is a broad statement of the desired outcome of the project. It addresses the problem statement and service goals stated in Attachment "A," "Scope of Work". Objectives are more specific statements that describe how the goal(s) will be achieved through the program components.

7. Project Strategy (two pages)

Describe the project strategies and how the program/services will provide the minimum services stated in Attachment “A,” “Scope of Work”.

8. Implementation Plan (two pages)

This section of the application should provide a plan for implementing the strategy above.

9. Program Evaluation (one page)

Indicate specifically how you will assess and measure the project’s goal and objective achievements. Describe what will be measured, the types of data collected, how often data will be collected, the data analysis, and the use of this information in making decisions, problem solving, reporting, or developing/using products and services.

10. Program Management Structure/Administration (one page)

This section should describe how the project would be structured, organized and managed.

It should identify and describe the qualifications and experience of the applicant as they relate to this project. The application should provide an organizational chart of the applicant agency and describe how this project fits into the total organizational structure if applicable. Describe the location and equipment available. Include at least two letters of reference.

- Applicant must describe in its proposal how it plans to develop, maintain and document the services provided to eligible refugees. The grantee will establish the customer meets one of the definitions of who is a refugee or a person eligible to receive refugee services.
- Applicants must provide a “Bridging the Gap” certification to providing medical interpretation services. “Bridging the Gap” training can be obtained from the Utah Department of Health. Contact Jelena Pasalic, jpasalic@utah.gov, (801) 350-8136.

11. Organizational Capability (one page)

The applicant should describe the experience (both programmatic and financial) that qualifies it to manage this project. The organization should specifically describe its previous history of providing interpreter services for the refugee community. The applicant should describe any prior grant experience.

12. Contract Budget Form (“D”) (plus one page narrative)

Complete the attached Contract Budget Form followed by a one-page narrative describing how funding amounts were determined and how they will benefit the award program. Include the approximate cost per hour for interpreter services.

The grantee may be reimbursed for expenditures or request advance funds. Both options require detailed record keeping of expenditures and refugees served to ensure money is used appropriately. The Applicant must identify one option in the proposal to be used. Interpreter billing form, Attachment E, must be submitted for reimbursement or detailing

expenditures for interpreter services. Verification of medical interpretation certification must be submitted for medical interpretations under both options.

- Reimbursement Option
 - Grantees will submit billing statements as agreed.
- Advance Option
 - Quarterly report must be submitted to the Department within 30 days of the last quarter. The report must reconcile expenses.

APPLICATION EVALUATION CRITERIA

A committee will evaluate applications against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in application. For more detail, refer to Attachment “F,” “Grant Application Evaluation Score Sheet.”

	Weight	Evaluation Criteria
	20%	<i>Demonstrated Ability to Meet Scope of Work</i>
	20%	<i>Demonstrated Technical Capability</i>
	10%	<i>Qualification and Expertise of staff</i>
	5%	<i>Overall Experience of the Organization Providing Interpreters services</i>
	5%	<i>References</i>
	30%	<i>Cost</i>
	5%	<i>Percentage of Administration cost</i>
	5%	<i>Interpreter services cost per hour</i>
		○ <i>Medical services</i>
		○ <i>Employment services</i>
		○ <i>Education Services/other</i>

ATTACHMENTS

Attachment	Title
A	Scope of Work
B	Code of Conduct
C	Disclosure of Information
D	Grant Budget Form and Narrative

F	Grant Application Evaluation Score Sheet
G	Department of Workforce Services Grant Standard Terms and Conditions
H	Financial Reporting
I	Useful Websites
J	Quarterly Reports Samples
L	DWS 115 Exchange of Information
M	DWS 360 Referral

Attachment A Scope of Work Interpreter Services for Refugees

Purpose

To provide maximum of seven (7) grants of at least \$5000 Private not-for-profit organizations, for-profit organizations, ecumenical organizations, sole proprietors, and non-profit non-governmental agencies are encouraged to apply This grant is designed to serve the eligible population without regard to race, religion, color, national origin, physical handicap or sex. Providers doing business under their social security number or an Employers Identification Number (EIN) must have at least one but not more than ten (10) employees, see Attachment I. **These grants cannot be used to replace services that are otherwise available or required by Federal law or used to provide services that are reimbursable by Medicaid or any other funding source.**

Services

Provide interpreter services to refugees for the following:

- Medical Services
 - Interpreters providing medical interpreter services must submit verification of a medical interpretation certification such as "Bridging the Gap".
- Employment Services
 - Includes services not already provided by refugee resettlement agencies, or other community organizations paid to provide job development and placement services, unless language is not available through the organization.
- Education Services
 - Includes parent teacher conferences, school registration, etc.
- Other
 - Includes other needs identified by the refugee including housing, childcare, etc.

Grantee's Responsibilities:

Accurate Interpretation

The grantee must provide quality, accurate and culturally appropriate interpretation in one or more of these categories:

- Medical Services (with certification)
- Employment
- Education and other

Verification of Eligibility

The grantee must verify that the refugees being served are eligible. The grantee must maintain documentation of eligibility for refugees receiving interpreter services.

Case files documenting eligibility information must be maintained for a period of three years in a secure location. File may be scanned or imaged, however hard copies must still be maintained with the same security requirement, see Attachment E. Files are subject to monitoring by the Department.

- Eligibility: The grantee will establish the customer meets one of the definitions of a refugee or a person eligible to receive refugee services.
 - Individuals eligible for services under this grant include:
 - (1) Refugees;
 - (2) Asylees;
 - (3) Cuban and Haitian entrants;
 - (4) Certain Amerasians from Vietnam who are admitted to the U.S. as immigrants;
 - (5) Certain Amerasians from Vietnam, including U.S. citizens, and
 - (6) Victims of a severe form of human trafficking. For convenience, the term "refugee" is used in this notice to encompass all such eligible persons.
- Eligibility minimum documentation required in the case files:

Files shall include a copy of the I-94, I-151, I-551, a court order or letter from Immigration Judge granting final order of asylum (for asylees only), or a certification letter from the Federal Office of Resettlement identifying individual as a Victim of a Severe Form of Human Trafficking (for Victims of Trafficking only), and record the following information for each refugee served:

 - ▶ Social Security Number

- ▶ Date of Entry to the United States
- ▶ Date of Entry to Utah (if original resettlement state is not Utah)
- ▶ Date of Birth
- ▶ Alien Registration Number
- ▶ Name of state of original resettlement (if not Utah)

Additional information on persons eligible for refugee social services may be found at <http://www.acf.dhhs.gov/programs/orr/geninfo/index.htm>.

Limitations of eligibility:

This grant is limited to interpreter services only. Other services to refugees have additional federal requirements and are not allowable under this grant. Doing other services under this grant will result in disallowed costs.

Infrastructure of the Grantee

- Grantee is responsible for the accounting, licensing, and appropriate tax filing.
- Grantee is expected to serve as many refugees as possible with funds provided.

Safeguarding Information:

Confidential client information shall be secured and protected in accordance with Federal, State, and local laws, regulations, and policies so that no unauthorized personnel can acquire, retrieve, or access the information by any means. The use or disclosure of confidential information of program recipients shall be limited to purposes directly connected with this program

Monitoring:

The grantee must agree to maintain and provide information and data as requested by the State and/or Federal staff. Eligibility documentation must be kept in the customer's file and must be kept in a centralized location for best retrieval of the information required in the Federal and state reports, see Attachment J.

The Department's Responsibilities:

- The Department will provide a minimum of \$5,000 per grantee for refugee interpreter services.
- The Department will provide a post award orientation to grantee and provide additional technical assistance as needed.
- The Department will provide billing forms (including service verification) and instructions to the grantee. See Attachment J.
- The Department will monitor expenditures. Disallowed costs must be repaid to the Department.
- The Department will provide technical assistance to grantees to help limit possibility of ineligible expenditures.
- The Department will provide timely payment for services provided under this agreement.

Pathways

Referrals may come from various sources including refugee resettlement agencies, community based organizations, the Department, other refugees.

- When the Department makes a referral, we will provide:
 1. A copy of a signed Form 115 Exchange of Information and Consent for Coordinated Services, see Attachment L
 2. A Form 360 Referral, see Attachment M

Deliverables/Outcomes

1. Number hours of interpreter services quarterly
2. Grantee will prepare the quarterly reports and verification of expenditures, see Attachment J

Program Evaluation and Monitoring

The grantee must identify the internal monitoring and evaluation processes that will be used to assure only eligible refugees are being served by the funding of this grant and to evaluate the effectiveness of the project.

The grantee must agree to maintain and provide information and data as requested by the State and/or Federal staff. State and/or Federal staff may make on-site visits. The purpose of monitoring and evaluation is to accomplish the following:

- Help the grantee to assess which aspects of the project are working and which may need modification
- Assess the program's progress in meeting the program objectives

- Provide the necessary documentation to assure that the services are provided only to eligible refugees
- Provide all necessary information to meet the State's reporting requirements
- Assure compliance with Federal and State regulation
- Measurement of achievement of proposed project service objectives

ATTACHMENT B

CODE OF CONDUCT

The Contractor/ Grantee agrees that it shall adhere to the following Code of Conduct when providing services and shall require all others authorized through or engaged by the Contractor/ Grantee to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code of Conduct clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients. Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior. As used in this clause "Contractor" shall include, the contractor, its employees, officers, agents, representative or those contracted through the to perform services authorized by the contract.

Contractor, its agents or representatives authorized through it shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat; any client. Furthermore, no person shall cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

The Contractor/ Grantee shall not by acting, failing to act, encouragement to engage in, or failure to deter from will cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. The Contractor/ Grantee shall not engage any client as an observer or participant in sexual acts. They shall not make clearly improper use of a client or their resources for profit or advantage.

Contractor/ Grantee understands and acknowledges that failure to comply with this Code of Conduct may result in corrective action, probation, suspension, and/or termination of contract, license or certification.

Clients protected by this clause shall include any person under the age of 18 years; and any person 18 years of age or older who is impaired because of mental illness, mental deficiency, physical illness or disability, use of drugs, intoxication, or other cause, to the extent that he is unable to care for his own personal safety, health or medical care; and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

Abuse shall include the following, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a client.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.

4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.
5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation will include, but not be limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the clients treatment plan and is in accordance with written agency policy.

Neglect may include but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision; including impairment of employee resulting in inadequate supervision. Impairment of an employee may include but is not limited to use of alcohol and drugs, illness, sleeping.
5. Failure to arrange for medical care and/or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation will include, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy, which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.
3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment will include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
3. Assignment of unduly physically strenuous or harsh work.
4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
5. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
6. Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor/ Grantee agrees to document and report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available workday. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services. Contractor/ Grantee shall prominently display a poster, provided by the Department, notifying Contractor/ Grantee employees of their responsibilities to report violations and giving appropriate phone numbers.

[Rev.12/02]

Contractor/Grantee

Date

ATTACHMENT C
THE DEPARTMENT OF WORKFORCE SERVICES
DISCLOSURE OF CONFIDENTIAL INFORMATION

The Grantee will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure:

1. The information shall be used only to the extent necessary to assist in the purpose identified within this contract and shall not be re-disclosed for any purpose not specifically authorized in this agreement.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format, such as magnetic tapes or discs shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Grantee shall instruct all authorized personnel regarding the private nature of the information and that State and Federal law provides sanctions for unauthorized disclosure to include up to six months imprisonment and fines up to \$1,000.
6. The Grantee shall permit the Utah Department of Workforce Services, the United States Department of Labor, Department of Health and Human Service (and other authorized federal officials) to make on-site inspections to insure that the requirements of this contract, State laws, and federal statutes and regulations are being met.
7. The Grantee agrees to hold the Department harmless for any damages arising out of the unauthorized disclosure of confidential or private information from Department records.

I have read and understand the above information and agree to abide by the requirements of this agreement.

Grantee

Date

ATTACHMENT D

Budget Form

Name of Contractor

Fiscal Year October 15, 2006 to September 30, 2007

Category II Program Expenses			
Service Description	Unit Price	# Planned Units	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Category I Administrative Expenses		Budget
1. Salaries		
2. Fringe Benefits		
3. Travel/Transportation		
4. Space Costs		
5. Utilities		
6. Communications		
7. Equipment/Furniture		
8. Supplies/Maintenance		
9. Miscellaneous		
10. Conferences/Workshops		
11. Insurance		
12. Professional Fees/Contract Services		
Total Category I Admin Expenses		
TOTAL Category I & II		

Attachment D

DWS BUDGET JUSTIFICATION FORM

Name of Grantee: _____

Provide back-up justification of the total shown for the following Budget categories. Include individual sub-categories if different back-up data (rate basis of estimate costs, etc.) apply. If this contract is for more than one service and costs are allocated between cost centers, explain cost allocation basis. Attach additional pages if necessary.

EXPENSE CATEGORY	JUSTIFICATION BASIS -- ALLOCATION PLAN (Explain how the expenses were determined)
Category I Administration Expenses Total administration expenses may not exceed 15% of total program expenses (Category III)	
1. Salaries	
2. Fringe Benefits	
3. Travel/Transportation	
4. Space Cost	
5. Utilities	
6. Communications	
7. Equipment/Furniture (not capitalized or depreciated)	
8. Supplies/Maintenance	
9. Miscellaneous	
10. Conferences/Workshops	
11. Insurance (property/casualty, auto, professional, etc)	
12. Professional Fees/Contract Services	
Category II--Capital Expenditures	

DWS BUDGET JUSTIFICATION FORM

Name of Contractor/Grantee _____

EXPENSE CATEGORY	JUSTIFICATION BASIS -- ALLOCATION PLAN (Explain how the expenses were determined)
Category III Program Expenses	
1. Salaries	
2. Fringe Benefits	
3. Travel/Transportation	
4. Space Cost	
5. Utilities	
6. Communications	
7. Equipment/Furniture (not capitalized or depreciated)	
Page 4	
9. Supplies/Maintenance	
10. Miscellaneous	
11. Conferences/Workshops	
12. Insurance	
13. Professional Fees/Contract Services	
14. Client Costs	

INTERPRETER SERVICES FOR REFUGEES
Attachment F
RFG EVALUATION SCORESHEET

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score (0-5)	Weight	Points
1. Demonstrated Ability to meet scope of work (20 points possible)		----	----	----
Detail the infrastructure of the applicant (accounting, reporting and record keeping)	5 points possible		X 1	
Detail how applicant will determine refugee eligibility	5 points possible		X 1	
Detail how the applicant will ensure the safeguarding and confidentiality of the refugees' information	5 points possible		X 1	
Detail the number of hours of interpreter services and the range of services to be provided during the contract. (Medical, employment and education)	5 points possible		X 1	
2. Demonstrated Technical Capability (20 points possible)		----	----	----
Describe the accessibility of the interpreters	5 points possible		X 1	
Description the quality, accuracy, cultural appropriateness of the interpreter services to be provided.	5 points possible		X 1	
Describe how the applicant will ensure that the funds used for interpreter services are not reimbursable by Medicaid.	5 points possible		X 1	
Description of the number of languages	5 points possible		X1	
3. Qualifications and expertise of staff (10 points possible)		----	----	----
Number of years that interpreters have been doing – Medical – Employment – Education and other interpretations	5 points possible		X 2	
4. Overall experience of the organization providing interpreter services. (5 points possible)	5 points possible		X 1	
5. References (2) (5 points possible)	5 points possible		X 2	
5. Cost (30 points possible)	30 points possible		X1	

Percentage of administration costs (5 points possible)	5 points possible		X1	
Cost per hour (5 points possible) –Medical –Employment – Education/other	5 points possible		X1	
TOTAL EVALUATION POINTS	(100 points possible)		Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: $\text{Cost Points} \times (2 - \text{Proposed Price} / \text{Lowest Proposed Price})$.

**DEPARTMENT OF WORKFORCE SERVICES
GRANT STANDARD TERMS AND CONDITIONS
ATTACHMENT G**

1. GRANT JURISDICTION: the laws of the State of Utah shall govern the provisions of this Grant.
2. CONFLICT OF INTEREST: The GRANTEE certifies, through the execution of the Grant, that no person in its and the DEPARTMENT'S employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the Grant. The GRANTEE will not hire or subcontract with any person having such conflicting interest.
3. RECORDS ADMINISTRATION: The GRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the GRANTEE for costs authorized by this Grant. These records shall be retained by the GRANTEE for at least four years after the Grant terminates or until all audits initiated within the four years have been completed, whichever is later. The GRANTEE shall maintain books, records, documents, and other evidence.
4. IMPOSITION OF FEES: The GRANTEE will not impose any fees upon clients given services under this Grant except as authorized by the DEPARTMENT.
5. HUMAN SUBJECTS RESEARCH: The GRANTEE shall not conduct research-involving employees of the DEPARTMENT or individuals receiving services (whether direct or contracted) from the DEPARTMENT.
6. GRANTEE ASSIGNMENT AND SUBGRANTEES/SUBCONTRACTORS:
 - a. **Assignment.** Notwithstanding the DEPARTMENT'S right to assign the rights or duties hereunder, the GRANTEE agrees and understands that this Grant is based on the reputation of the GRANTEE, and this Grant may not be assigned by the GRANTEE without the written consent of the DEPARTMENT. Any attempted assignment by the GRANTEE without the DEPARTMENT'S written consent shall be wholly void.
 - b. **Subgrantees/Subcontractors.** As used in this Grant, the term "subgrantee or subcontractor" means an individual or entity that has entered into an agreement with the original GRANTEE to perform the services or provide the goods for which that original GRANTEE is responsible under the terms of this Grant. Notwithstanding the foregoing, the term "subgrantee" or "subcontractor" also refers to individuals or entities that have entered into agreements with any subgrantee if: (1) those individuals or entities have agreed to perform all or most of the subgrantee's duties under this Grant; or (2) Federal law requires this Grant

to apply to such individuals or entities. If GRANTEE enters into subcontracts the following provisions apply:

- (1) Duties of Subgrantee: Regardless of whether a particular provision in this Grant mentions subgrantees, a subgrantee must comply with all provisions of this Grant, including the state procurement requirements, insurance requirements and the fiscal and program requirements. The GRANTEE retains full responsibility for the Grant compliance whether the services are provided directly or by a subgrantee.
- (2) Provisions Required in Subcontracts: If the GRANTEE enters into any subcontracts with other individuals or entities and pays those individuals or entities for such goods or services through federal and state funds, the GRANTEE shall include provisions in its subcontracts regarding the federal and state laws identified in this Grant, if applicable, ("Grantee's Compliance with Applicable Laws; "Cost Accounting Principles and Financial Reports,") as well as other laws and grant provisions identified in 45 C.F.R. § 92.36(i), "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

7. MONITORING: DEPARTMENT shall have the right to monitor the GRANTEE'S performance regarding all services purchased under this Grant. Monitoring of GRANTEE'S performance shall be at the complete discretion of DEPARTMENT who will rely on the criteria set forth in this Grant, including the goals, service objectives and methods described in "Scope of Work" and any special conditions and "Performance Measures" and the GRANTEE'S fiscal operations. Monitoring may include both announced and unannounced visits. Monitoring will take place during normal business hours.

Client or Grantee Staff Satisfaction Surveys: The GRANTEE understands that DEPARTMENT is committed to providing customer-oriented services, and that DEPARTMENT often conducts customer-satisfaction surveys as a part of monitoring. GRANTEE therefore agrees to cooperate with all DEPARTMENT initiated customer feedback.

8. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is Department of Workforce Services' policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
9. GRANT RENEWAL: Renewal of Grant will be solely at the discretion of DEPARTMENT.
10. RENEGOTIATION OR MODIFICATIONS: This Grant may be amended, modified, or supplemented only by written amendment to the Grant, executed by the parties hereto, and attached to the original signed copy of the Grant.

11. GRANT TERMINATION:

- a. **Default Termination.** In the event this Grant is terminated as a result of a default by the GRANTEE, the DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as the DEPARTMENT deems appropriate, services similar to those terminated, and GRANTEE shall be liable to the DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by the DEPARTMENT in obtaining similar services.
- b. **Immediate Termination.** In addition, if the GRANTEE'S violation of this Grant creates or is likely to create a risk of harm to the clients served under this Grant, or if any other provision of this Grant (including any provision in the attachments) allows the DEPARTMENT to terminate the Grant immediately for a violation of that provision, the DEPARTMENT may terminate this Grant immediately by notifying the GRANTEE in writing.
- c. **No Cause Termination.** Unless otherwise stated in the Special Terms and Conditions, this Grant may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party. On termination of this Grant, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- d. **Attorneys' Fees and Costs.** If either party seeks to enforce this Grant upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.
- e. **Remedies for Grantee's Violation.** The GRANTEE acknowledges that if the GRANTEE violates the terms of this Grant, the DEPARTMENT is entitled to avail itself of all available legal, equitable and statutory remedies, including money damages, injunctive relief and debarment as allowed by state and federal law.

12. CITING DEPARTMENT IN ADVERTISING: The Grantee agrees to give credit to the DEPARTMENT OF WORKFORCE SERVICES for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with the Public Information Officer for the DEPARTMENT.

13. DRUG-FREE WORKPLACE: The GRANTEE agrees to abide by the Department's drug-free workplace policies while on DEPARTMENT premises.

14. TERMINATION (FUND-OUT): The GRANTEE acknowledges that DEPARTMENT cannot Grant for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and the DEPARTMENT cannot guarantee funding under this Grant since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this Grant. Therefore, in the

event that the DEPARTMENT fails to receive appropriations then the DEPARTMENT may, by giving at least 60 days advance written notice, terminate this Grant. DEPARTMENT will reimburse GRANTEE for services performed up through the date of cancellation. Should the termination option be used in this grant the grantee will make an accounting of this expenditures within the sixty (60) days notice and returned all unexpended money to the DEPARTMENT.

15. BILLINGS AND PAYMENTS: Payments to the GRANTEE will be made by the DEPARTMENT upon receipt of itemized billing for authorized serviced provided and supported by information contained in reimbursement forms supplied by DEPARTMENT. Billings and claims for services must be received within thirty (30) days after the last date of service for the period billed including the final billing, which must be submitted within thirty (30) days after Grant termination may be delayed or denied. Billings and services for the month of June must be received by DEPARTMENT no later than July 20th due to DEPARTMENT'S fiscal year end. Billings submitted after this date may be denied.

The DEPARTMENT will allow no claim for services furnished by the GRANTEE not specifically authorized by this Grant.

16. PAYMENT WITHHOLDING: The GRANTEE agrees that the reporting and record keeping requirements specified in this Grant are a material element of performance and that if, in the opinion of the DEPARTMENT, the GRANTEE'S record keeping practices and/or reporting to the DEPARTMENT are not conducted in a timely and satisfactory manner, the DEPARTMENT may withhold part or all payments under this or any other grant until such deficiencies have been remedied. In the event of the payment(s) being withheld, the DEPARTMENT agrees to notify the GRANTEE of the deficiencies that must be corrected in order to bring about the release of withheld payment.
17. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The GRANTEE agrees that if during or subsequent to the Grant CPA audit or the DEPARTMENT determines that payments were incorrectly reported or paid, the DEPARTMENT may amend the Grant and adjust the payments. In grants, which include a budget, GRANTEE expenditures to be eligible for reimbursement must be adequately documented. The GRANTEE will, upon written request immediately refund any overpayments determined by audit and for which payment has been made to the GRANTEE, to the DEPARTMENT. The GRANTEE further agrees that the DEPARTMENT shall have the right to withhold any or all-subsequent payments under this or other contracts with the GRANTEE until recoupment of overpayment is made.
18. REDUCTION OF FUNDS: The maximum amount authorized by this Grant shall be reduced or Grant terminated if required by Federal/State law, regulation, or action or there is significant under utilization of funds, provided the GRANTEE shall be reimbursed for all services performed in accordance with this Grant prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the GRANTEE. The DEPARTMENT will give the

GRANTEE thirty (30) days notice of reduction.

19. PRICE REDUCTION FOR INCORRECT PRICING DATA: If any price, including profit or fee, negotiated in connection with this Grant, or any cost reimbursable under this Grant was increased by any significant sum because the GRANTEE furnished cost or pricing data (e.g., salary schedules, reports of prior period costs, etc.) which was not accurate, complete, and current, the price or cost shall be reduced accordingly. The Grant may be modified in writing as may be necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, the DEPARTMENT'S right to terminate this Grant.
20. LICENSING AND STANDARD COMPLIANCE: The GRANTEE currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of the city/county in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant. GRANTEE acknowledges that it is responsible for familiarizing itself with these laws and complying with them.
21. COMPLIANCE WITH GENERALLY APPLICABLE STATE AND FEDERAL LAWS
 - A. As noted in this Grant, the GRANTEE is required to comply with all anti discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If GRANTEE is receiving state and federal funds under this Grant, certain state and federal requirements also apply, including the following federal laws: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. GRANTEE shall comply with these laws and regulations to the extent they apply to the subject matter of this Grant and are required by the amount of state and federal funds involved in this Grant.
 - B. **Equal Opportunity Clause.** Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:
 - Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

And Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

22. CODE OF CONDUCT: The Grantee agrees to follow and enforce the DEPARTMENT'S Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The Grantee assures that each employee or volunteer receives a copy of Code of Conduct. A signed statement to this effect must be in employee's/volunteer's file subject to inspection and review by DEPARTMENT monitors.
23. SEPARABILITY CLAUSE: A declaration by any court or other binding legal source that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement unless said provisions are mutually dependent.

(Revised 9/05)

FINANCIAL REPORTING

ATTACHMENT H

(Revised 9-05)

For sub recipients and service providers.

a. General Requirements.

- (1) No Financial Reporting Requirements for Professionals Contracting in an Individual Capacity. There are no Federal, State, or department financial reporting requirements for individuals such as doctors, dentists, social workers, and other similar professionals contracting in an individual capacity to provide services to clients. Therefore, the financial reporting requirements discussed in this Section are not applicable to professionals contracting as individuals. (Note: Sole proprietors and limited liability companies owned by either one person or by a husband and wife are considered individuals for reporting requirement purposes. However, individuals associated with corporations, partnerships, or other contracting organizations are not individuals for reporting requirement purposes.) Notwithstanding the lack of financial reporting requirements for individuals, Grantees providing services in an individual capacity are still subject to financial review by the contracting agency and/or another DEPARTMENT entity.
- (2) No Financial Reporting Requirements for Contracting Organizations Receiving Less Than \$10,000 From the Department in a Single Fiscal Year. Contracting organizations that receive less than \$10,000 from the DEPARTMENT in a single fiscal year have no financial reporting requirement to DEPARTMENT unless specifically required by DEPARTMENT. However, they are still subject to financial review by the DEPARTMENT.
- (3) Grantee's Compliance with Applicable Financial Laws. The GRANTEE shall comply with all applicable federal and state laws regarding financial reports. The GRANTEE shall comply with all applicable requirements set forth in: (1) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," published by the federal government; and (2) the State of Utah Legal Compliance Audit Guide ("SULCAG"), issued by the State Auditor's Office. For the GRANTEE'S convenience listed below are "Federal, State and the Department Financial Reporting Requirements," as a reference guide to the various financial reporting requirements. The information is not exhaustive and the GRANTEE understands that it is obligated to seek independent legal or accounting advice. GRANTEE may access the applicable federal and state financial reporting requirements through the following Internet web sites:

Table 2: Federal, State and the Department Financial Reporting Requirements

Policy	Internet Site
OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations	http://www.whitehouse.gov/omb/circulars/index.html
Utah Code	http://www.le.utah.gov/~code/TITLE51/51_01.htm
Utah Administrative Rules	http://www.rules.utah.gov/publicat/code/r123/r123-005.htm
SULCAG	http://www.sao.utah.gov/sulcag/Introduction.htm

- (4) Additional Financial Reporting Requirements for DEPARTMENT Grants. In addition to the financial reporting requirement set forth in OMB Circular A-133 and the SULCAG, this Grant requires GRANTEE to submit various financial reports to the Department of Workforce Services Grant Unit, as set forth in a separate column in Table 3 below, "Federal, State and DWS Financial Reporting Requirements."

- (5) The Entity Type, Amount, and Source of Government Funds Determines the Type of Financial Report Required. Whether or not a Grantee is required to obtain and submit an annual audit or other financial reports is determined by the Grantee's entity type, the amount, and source of government funds that the Grantee expends during a given year.

Based on the SULCAG, DEPARTMENT requires all GRANTEES, except sole proprietorships, to submit an audit prepared according to "government auditing standards" whenever the GRANTEE has \$350,000.00 or more in total revenues **and** 50% or more of those revenues come from government agencies (federal, state, county, and/or local, etc.). Unaudited reports may be required of GRANTEES with total revenues under \$350,000.00 (see Table 3 below "Federal, State and DWS Financial Reporting Requirements").

c. Definitions For Auditing And Financial Terms Used In This Grant.

- (1) "*Federal Funds*" means Federal financial assistance that a Grantee receives directly from Federal awarding agencies or indirectly from Pass-Through Entities.
- (2) "*Government Funds*" means financial assistance that a Grantee receives from a combination of government sources, including Federal awarding agencies, State appropriations and other local governments.
- (3) "*OMB*" means the federal Executive Office of the President, Office of Management and Budget.
- (4) "*OMB Circular*" means a publication issued by the OMB that sets forth federal cost accounting or auditing requirements.

- (5) *"Pass-Through Entity"* means an entity (such as DWS) which receives federal funds and then passes those funds through to subrecipients, such as local governments and Non-Profit Organizations.
- (6) *"Service Provider"* means a private or governmental entity that receives funds from DWS for services provided to DWS'S clients under a program developed by DWS.
- (7) *"Subrecipient"* means a governmental entity or a non-profit or for-profit organization that develops and operates its own program of services for eligible clients, and that receives federal and/or state funds from DWS or another entity which serves as a "recipient" and "Pass-Through Entity" for such federal funding. If the Grantee operates its own program of services for eligible clients, the Grantee shall comply with the financial record-keeping and reporting requirements that apply to federally-funded subrecipients, even if this Grant is funded solely by State funds.

d. Grantee's Submission Of Required Audits And Other Financial Reports:

- (1) Deadlines. The GRANTEE shall be bound by OMB Circular A-133 and the SULCAG submission deadlines for audits and financial reports. See also Table 2 below, "Federal, State and DWS Auditing Requirements."

Where the GRANTEE is required to submit audits and financial reports to DWS under OMB Circular A-133, the SULCAG and DWS Grant provisions, needs an extension for filing of such reports, the GRANTEE may request an extension by contacting the DEPARTMENT at the address below. However, GRANTEE understands that DEPARTMENT can extend only those deadlines for reports GRANTEE is required to submit to DEPARTMENT. GRANTEE must contact the Federal Clearinghouse, federal awarding agencies, and the State Auditor's Office to obtain extensions of deadlines for submission of reports to those entities.

- (2) Addresses. The GRANTEE shall submit all audits and financial reports to the entities identified in the applicable law, OMB Circular A-133 and the SULCAG. See also Table 3 below, "Federal, State and DWS Auditing Requirements."

Where the GRANTEE is required to submit audits and financial reports to DEPARTMENT under OMB Circular A-133, the SULCAG and DEPARTMENT Grant provisions, the GRANTEE shall submit the required audits and financial reports to the following address:

DEPARTMENT OF WORKFORCE SERVICES
Contracts Manager
P.O. Box 45249
Salt Lake City, Utah
84145-0249

d. Additional Definitions Used In This Part:

- (1) "*Audit Findings*" means a schedule of all costs questioned by the auditor relative to Government Funds.
- (2) "*Compliance Opinion*" means an auditor's opinion that Grantee has complied with all applicable auditing laws and requirements. Utah Code Ann. § 51-2-3.
- (3) "*Federal Clearinghouse*" means the federal clearinghouse designated by the OMB. As provided in OMB Circular A-133.320(i), "the address of the Federal clearinghouse currently designated by OMB is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 4713."
- (4) "*Financial Statements*" means financial reports of the Grantee's accounting records for a given fiscal year, prepared by an independent accountant or employee of the Grantee, including balance sheet, income and expense statement, statement of cash flows, and the preparer's notes to the Financial Statements.
- (5) "*GAAP*" means Generally Accepted Accounting Principles, a combination of authoritative accounting principles, standards and procedures (set by policy boards). Usual statements in a financial statement include balance sheet, statement of income and expenses, statement of cash flows and notes to the financial statements.
- (6) "*GAAS*" means Generally Accepted Auditing Standards, issued by the American Institute of Public Accountants (AICPA).
- (7) "*GAS*" means Government Auditing Standards, issued by the Comptroller General of the United States, to be followed in audits of state and local governments and non-profit organizations that receive federal financial assistance. GAS is often referred to as Generally Accepted Government Auditing Standards ("GAGAS"). For financial statement audits, GAS/GAGAS incorporate the generally accepted standards issued by the AICPA.
- (8) "*Management Letters*" means the auditor's notes and recommendations to the Grantee's management personnel subsequent to a fiscal audit.
- (9) "*Non-profit Organization*" means a corporation or foundation which: (1) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; and (2) does not distribute any part of its income to its members, trustees, or officers. Program-Specific Audit" means an audit of one specific federal program, using GAGAS standards, as described in OMB Circular A-133.200(c) and A-133.235.
- (10) "*Reporting Package*" means the auditor's package of financial reports as defined in OMB Circular A-133, and shall include Financial Statements and Schedule of Expenditures of Government Funds, Summary Schedule of prior audit findings, Auditor's report(s), and corrective action plan.
- (11) "*SULCAG*" means the State of Utah Legal Compliance Audit Guide issued by the State Auditor's Office.

- (12) "*Schedule of Expenditures*" means a breakdown of expenditures of Government Funds for a given year, showing the total administrative expenses as compared to funds expended for program services.
- (13) "*Single Audit*" means an audit which includes both the Grantee's Financial Statements and the Federal awards using GAGAS standards, as described in OMB Circular A-133.500.
- (14) "*Statement of Functional Expense*" means a breakdown of administration expenses and expenses attributed to actual program services on a program-by-program basis.
- (15) "*Summary Schedule*" means a summary listing of all Audit Findings reported in the prior annual audit, and includes the Summary Schedule reported in the prior annual audit, except Audit Findings listed as corrected.

Table 3: Federal, State, and DWS Auditing Requirements

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	\$500,000 or more expended in Federal Funds	<p>Single Audit or Program Specific Audit, using GAGAS standards. (OMB Circular A-133.200, A-133.235, and A-133.500)</p> <p><u>Financial Reports Required from Grantee:</u></p> <ol style="list-style-type: none"> 1. Data Collection Form as described in OMB Circular A-133.320 (a), (b) and (d) -to Federal Clearinghouse 2. Reporting Package- to: (a) Federal Clearinghouse (b) Each federal awarding agency - if audit disclosed Audit Findings or reported the status of any Audit Findings in the Summary Schedule (OMB Circular A-133.320 (c) and (d)) 3. Submission by Subrecipients: (a) "Reporting Package" to each Pass-Through Entity when Audit Findings were disclosed relating to federal awards; (b) "Written Notification" to each Pass-Through Entity when no Audit Findings were disclosed and a Reporting Package was not required. (OMB Circular A-133.320(e)(1) and (c)(2)) 	<p>Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office:</p> <ol style="list-style-type: none"> 1. Copies of the entire <u>Single Audit or Program Specific Audit report</u> 2. The auditor's management letter, if the Single Audit or Program Audit report disclosed any Audit Findings. (The SULCAG provides that there are NO reporting or auditing REQUIREMENTS for Non-Profit Organizations that receive LESS THAN 50% of their total funding from Government Funds, regardless of the amount of funding.) 	<ol style="list-style-type: none"> 1. As required by OMB Circular A-133, both government and non-profit Grantees shall provide to DWS the following: a. Reporting Package - if audit disclosed Audit Findings or reported the status of any prior Audit Findings in the Summary Schedule; or b. Written Notification – if audit did not disclose Audit Findings or report on the status of any prior Audit Findings in the Summary Schedule; and 2. This Grant also requires Grantee to submit the following: a. Auditor's Management Letter; and b. Upon request by DWS, (1) Entire Single or Program Specific Audit report; and (2) Reporting Package (if not already required by OMB Circular A-133) (3) For non-profit Grantees, the statement of Functional Expenses. 	<ol style="list-style-type: none"> 1. Thirty (30) days after Grantor receives the auditor's reports, or nine (9) months after end of fiscal year audited, whichever occurs first. (OMB Circular A-133.320) 2. The above deadlines also apply to submission of Single Audit or Specific Audit reports required by the Utah State Auditor's Office and this DWS Grant.

Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
Government Agency; Non-Profit Subrecipient; OR Non-Profit Service Provider	Less than \$500,000 expended in Federal Funds, but \$350,000 or more in total revenue	No audit required -- but records must be available for review or audit by Fed. Officials (OMB Circular A-133.200(d))	<p>All Non-Profit Organizations that receive 50% or more of their funding from Governmental Funds AND all governmental agencies must submit the following audits and reports to the Utah State Auditor's Office:</p> <p>a. Audited Financial Report using GAS/GAGAS (also know as "Yellow Book" standards.</p> <p>b The auditor's management letter, if the GAS/GAGAS "Yellow Book" report disclosed any Audit Findings.</p> <p>See Also Utah Code Ann.</p> <p>§ 51-2-3 regarding records to be included in the Audit Report, compliance with State law, test work requirements, Compliance Opinion and other compliance issues.</p>	<p>Government agencies and non-profit entities if 50% or more of the total funds received by non-profit Grantee are Government Funds:</p> <ol style="list-style-type: none"> 1. Copy of the Entire Audit Report required by the SULCAG; and 2. Auditor's Management Letter. 3. Statement of Functional Expenses. <p>IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds such that Grantee is not required by the SULCAG to submit any financial reports, DWS requires:</p> <ol style="list-style-type: none"> 1. Unaudited CPA Review; and 2. Statement of Functional Expenses. 	<p>Within six (9) months after end of Grantee's fiscal year</p> <p>Utah Code Ann. § 51-2-2</p>

	Less than \$350,000 but \$200,000 or more in total revenue	NO REQUIREMENTS	<p>All Non-Profit Organizations that receive 50% or more of their funding from Governmental Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Review.</p>	<p>Government agencies and non-profit entities (if 50% or more of the total funds received by non-profit Grantee are Government Funds):</p> <ol style="list-style-type: none"> 1. Unaudited CPA Review; and 2. Statement of Functional Expenses <p>IF LESS THAN 50% of total funds received by a non-profit Grantee are from Government Funds:</p> <ol style="list-style-type: none"> 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses 	Within six (9) months after end of Grantee's fiscal year
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Type of Entity	Amount of Annual Funding	Federal Audit & Reporting Requirements	State Audit & Reporting Requirements	DWS Grant Reporting Requirements	Submission Deadlines
All Contracting Entities	Less than \$200,000 but \$100,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Unaudited CPA Compilation	All Non-Profit Organizations that receive 50% or more of their total funding from Government Funds AND all governmental agencies: 1. Unaudited CPA Compilation; and 2. Statement of Functional Expenses IF LESS THAN 50% of the total funds received by a Non-Profit Organization are from Government Funds: 1. Unaudited Financial report prepared according to GAAP; and 2. Statement of Functional Expenses	Within six (9) months after end of Grantee's fiscal year
	Less than \$100,000 but \$10,000 or more in total revenue	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit the following reports to the Utah State Auditor's Office: Financial Information on the form approved by the State Auditor.	All Grantees: Unaudited financial information, including, at a minimum: 1. Balance sheet; and 2. Income and Expenses Statement	Within six (9) months after end of Grantee's fiscal year
	Less than \$10,000 received from DWS in the Fiscal Year	NO REQUIREMENTS	All Non-Profit Organizations that receive 50% or more of their funding from Government Funds AND all governmental agencies must submit to the Utah State Auditor's Office, financial information on the form approved	NO REQUIREMENTS	Within six (9) months after end of Grantee's fiscal year

For-Profit Subrecipients; OR Service Providers	Based upon the same funding level breakdowns as above	NO REQUIREMENTS	by the State Auditor	NO REQUIREMENTS	<p>The non-profit reporting requirements identified above also apply to for-profit Grantees with the following exceptions:</p> <ol style="list-style-type: none"> 1. The reporting format required of non-profit Grantees is not required. 2. The Independent Auditor's Report on State Legal Compliance is not required. 3. The financial reports of foreign organizations (organizations located outside the State of Utah) shall be accepted as prepared. 4. Local subsidiaries or divisions of an outside organization shall submit a statement of functional expenses in addition to the parent organization's financial report. 	Within six (9) months after end of Grantee's fiscal year
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ATTACHMENT I USEFUL WEBSITE ADDRESS

1. Federal OMB Cost Principles (A-122)

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

2. Federal OMB Circular Uniform Administrative Cost

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

3. General Accepted Accounting Principles (GAAP)

<http://www.fasab.gov/accepted.html>

4. Bridging the Gap Certification

<http://www.health.utah.gov> , “Bridging the Gap” training can be obtained from the Utah Department, Jelena Pasalic , jpasalic@utah.gov, (801) 350-8136.

5. IRS Resources Material

<http://www.irs.gov/efile/index.html>

6. e-Commerce for Utah

<http://business.utah.gov/business/>

<https://secure.utah.gov/osbr/user>

7. Doing Business in Utah

<http://www.tax.utah.gov/forms/pubs/pub-38.pdf>

Sample Federal Reporting State of Origin Report form

Refugee State of Origin Report (ORR-11) Documentation

For Quarter: (Circle one) 1 2 3 4

For DWS use	Approved	Date
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Total Request \$0.00



State of Utah
Department of Workforce Services
**EXCHANGE OF INFORMATION &
CONSENT FOR COORDINATED SERVICES**

Date Stamp

PID#: _____

Attachment L

Name (print) _____

Case Number _____

I understand that my records are protected under the State and Federal regulations as well as professional codes of ethics governing confidentiality and cannot be disclosed without my written consent, unless otherwise provided for in the State and Federal regulations.

I authorize the exchange of information only to the agencies listed below with the restriction that the information cannot be passed on to any other person or entity..... ☐ Yes ☐ No

Division of Child &
Family Services
Division of Services for
People with Disabilities
Other _____

Division of Youth Corrections
Juvenile Court
Local Mental Health Providers
School Districts

State\Local Health Dept.
Substance Abuse
Treatment Providers
Vocational Rehabilitation

The information is to be released for the following purpose only: to provide a variety of services to myself and/or my family. In order to provide these services, representatives of public and private agencies may be working together with a family advocate as a team and may need to share information about me/my family with each other.

Family Members	Social Security Number	Date of Birth

The above mentioned individuals require services from a number of agencies and providers to meet their medical, social, educational, and other needs. There is a reasonable indication that the above mentioned child(ren) will access needed services only if assisted by a qualified Case Manager who locates, coordinates, and regularly monitors the services in accordance with an individualized employment plan..... ☐ Yes ☐ No

Signature of Customer _____

Date _____

Signature of Parent or Guardian _____

Date _____

Distribution: Original: Customer file Copy 1: Customer Copy 2: Coordinating Agency

Equal Opportunity Employer Program

Auxiliary aids and services are available upon request to individuals with disabilities by calling (801) 526-9240. Individuals with speech and/or hearing impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162

RECORD SHARING PROTOCOL FOR COOPERATING AGENCIES

Customer Choice:

Attachment L

Explain to the customer the process they may take if they need services outside DWS, (for example, DWS employees are able to facilitate those services, however the customer's permission is required prior to contacting other service providers on the customer's behalf). Explain to the customer the collaborative approach is available, but the customer may elect to secure services by contacting individual agencies.

Use of Forms:

Use the Exchange of Information & Consent for Coordinated Services form to begin the process of coordinating services for a customer or family. Do not use this form for families involved in CCS (Collaborative Coordinated Services). (For CCS families, use the statewide CCS Release of Information form issued through the Governor's office.)

Coordination of Services:

In an attempt to coordinate services for a family or individual, Employment Counselors will share information to reduce customer time spent completing general information forms or multiple assessment instruments.



Attachment M
UTAH'S PARTNERSHIP
REFERRAL FOR SERVICES

Date: _____

Customer's Name: _____

Address: _____ Zip Code: _____

Phone: _____ Alternative Phone: _____

Referred To: _____

Organization	Address	City	Zip Code
--------------	---------	------	----------

Contact Person: _____ Phone: _____ Ext: _____

Referred For: _____

- | | | |
|--|--|--|
| <input type="checkbox"/> Assessment | <input type="checkbox"/> SSI/SSDI | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Family Services | <input type="checkbox"/> Medical Services | <input type="checkbox"/> Food Assistance |
| <input type="checkbox"/> Education/Training | <input type="checkbox"/> Financial Assistance | <input type="checkbox"/> Energy Assistance |
| <input type="checkbox"/> Counseling, Personal | <input type="checkbox"/> Housing | <input type="checkbox"/> Legal Services |
| <input type="checkbox"/> Veteran's Services | <input type="checkbox"/> Abuse Advocate | <input type="checkbox"/> Crisis Intervention |
| <input type="checkbox"/> Placement/Job Development | <input type="checkbox"/> Vocational Rehabilitation | <input type="checkbox"/> Other |

Specify: _____

List of other Agencies Referred To: _____

Referring From: _____

Organization	Address	City	Zip Code
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Referred By: _____ Phone: _____ Fax: _____

Response Requested: ☐ Yes ☐ No Comments: _____

Attachments (if applicable): _____

- | | | | |
|-------------------------------------|--|---|--|
| <input type="checkbox"/> Release of | <input type="checkbox"/> Assessments | <input type="checkbox"/> Intake/Eligibility | <input type="checkbox"/> Employment Plan |
| <input type="checkbox"/> Payment | <input type="checkbox"/> Medical Records | <input type="checkbox"/> Other: _____ | |

Note to the Customer: **"THIS IS A REFERRAL ONLY!"** Services will be determined by the provider according to agency guidelines.